

CM.385.08

ENCROACHMENT PERMIT

PACIFIC BELL MOBILE SERVICES, a California Corporation, "Permittee" hereby requests permission to construct and maintain wireless communication facilities and conduct soil borings for preliminary geotechnical foundation investigations at **8699 CYPRESS AVE.** encroaching in the public right of way as shown on the attached exhibits.

Upon issuance of this permit, Permittee agrees to comply with the attached terms and conditions.

Date 4-3-98

PACIFIC BELL MOBILE SERVICES, a California Corporation

BY: Max Kwan

Title: Regional Construction Mgr

ENCROACHMENT PERMIT APPROVAL

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, and is only revocable permission to use the land for the purpose described.

___ Public Utilities Water - Brian Simpson	<u>B. Simpson</u>	<u>4/15/98</u>
___ Public Utilities Electric - Bill Mainord	<u>Bill Mainord</u>	<u>4/15/98</u>
___ Traffic Engineering - Fran Dunajski	<u>Fran Dunajski</u>	<u>4/16/98</u>
___ Parks and Recreation - Bob Johnson	<u>Bob Johnson</u>	<u>4/21/98</u>
___ Planning - Jeff Belier	<u>Jeff Belier</u>	<u>4/16/98</u>
___ Property Services - Kathi Head	<u>Kathi Head</u>	<u>4/23/98</u>

APPLICANT: Upon obtaining the above signatures, return this permit to the Public Works Department for final approval.

FINAL APPROVAL

Date 4-29-98

Richard McGrath
Richard McGrath Public Works Director

Encroachment Permit No. 1414

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TERMS AND CONDITIONS

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may require the Permittee to relocate Permittee's facilities and Permittee's expense. City shall provide written notice of the relocation to Permittee's pursuant to the terms and conditions of the Master Communications Site License Agreement approved by the City Council of the City of Riverside on March 26, 1996, per City Council Minutes Vol. 81, Page 320. Permittee shall, within the time prescribed by the City, remove and relocate all improvements necessary for the planned public improvement. If Permittee fails to abide by the relocation request of the City, the City shall have the right to remove Permittee's facilities without reimbursement to Permittee. The cost of such removal shall constitute a debt owed to the City and shall be paid by Permittee to the City.

Whenever the City causes grading, widening, or other City improvements of the areas occupied by Permittee, and such grading widening, or other City improvement requires the relocation of Permittee's then-existing facilities with the area, the City shall:

Provide Permittee's, within reasonable time prior to the commencement of such grading or widening, written notice requesting such relocation; and

Provide Permittee with copies of any available plans and specifications for such grading and widening.

After receipt of such notice, plans, and specifications, and pursuant to said terms and conditions contained in said Master Communications Site License Agreement, Permittee shall relocate such facilities which are in conflict with City construction and such relocation shall be at no cost to the City.

3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
5. Permittee shall hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the areas. Permittee also waives and releases any all claims against the City of Riverside and its officers and employees for future losses, expenses, lost revenue, and incidental and consequential damages suffered by Permittee as a result of the City's negligently damaging Permittee's' installation, except for the reasonable cost of repair.

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6. Prior to any construction taking place on City controlled property, Permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department. Permittee's contractor shall conduct construction activities in the areas as directed by the City's Construction Inspector. Particular attention shall be made to the restoration of surfaces with similar materials where construction and/or investigations result in damage to public improvements. Restoration of the parkway to previously existing conditions must be adhered to.
7. Permittee shall insure that construction of Permittee's improvements will not interfere in any way with any existing City or utility facilities. The existing City facilities will require future maintenance, reconstruction, and revisions, and facilities may be added, any of which may result in removal or alteration of Permittee's improvements without reimbursement to Permittee.
8. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.
9. At the end of construction, Permittee's shall furnish a complete set of as-built plans that, in additions to showing usual construction details, shall also adequately show the horizontal and vertical location of Permittee's's installation and appurtenances.
10. Permittee agrees to maintain a minimum of 4.00' clearance on existing sidewalks at each location to permit unobstructed pedestrian traffic.
11. This encroachment permit is further subject to the terms and conditions of the Master Communications Site License Agreement approved by the City Council on March 26, 1996.

Dated 4-3-98

PACIFIC BELL MOBILE SERVICES, a California Corporation

BY: Mart Pina

Title: Regional Construction Manager

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